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NEW DELHI, SATURDAY, JANUARY 7, 1967 (PAUSA 17, 1888)

इस भाग में किन्हीं पृष्ठों पर अतिरिक्त सामग्री दी जाती है जिसमें उक्त भाग अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग IV

PART IV

सर-जनरल का आदेश और सर-सरकारी नोटिफिकेशन और सूचनाएं

Advertisements and Notices by Private Individuals and Private Bodies

In

The Court of Munsiff II Court, Monghyr
Money suit No. 100 of 1964.

Hiralal Raigarhia s/o. Sri Mahabir Prasad Raigarhia by
caste Agarwala, by occupation a businessman, resident of
Mohalla Baribazar, in the town of Monghyr Perg. P.S., P.O.
Munsiff and District Monghyr. Plaintiff.

Vrs.

M/s Vishnu Sugar Mills Ltd., a registered company carry-
ing on the business of Manufacture and supply of sugar
at Gopalganj through its Managing Director Shree Madan
Lal of @ 6 Gindra Manzil, 3rd Floor, 8 Netaji Subhas
Road, Calcutta. Defendant.

Whereas the above named plaintiff has instituted the suit
for realisation of Rs. 871-57 paise the amount claimed against
the above named defendant for the loss sustained on a count
of breach of contract committed by the said defendant the
said defendant is hereby summoned to appear in this Court
in person or by a pleader duly instructed and able to answer
all material questions relating to the suit on the 10th day
of January 1965 at 10-30 a.m. otherwise in default of the
appearance of the said defendant on the day before mentioned,
the suit will be heard and disposed of ex parte.

Given under my hand and the seal of the Court the 13th
day of December 1966.

Sd ILLEGIBLE
Munsiff

Seal of the Court

NOTIFICATION BY THE EAST INDIA OIL MILLERS' ASSOCIATION CALCUTTA

The approval of the Secretary, Forward Markets Commis-
sion under Sub-section (1) of Section 11 of the Forward
Contracts (Regulation) Act, 1952 (74 of 1952) read with
Notification of the Government of India, Ministry of Com-
merce and Industry No. S. O. 1162, dated the 4th May, 1960,
L390GI/66

has been obtained on the 23rd February, 1966 of the follow-
ing amendments made to the Bye-laws of the East India Oil
Millers' Association, Calcutta.

AMENDMENTS

1. In Bye-law 60 after the word "member" in the second line
and before the word "or" in the same line, the following shall
be inserted viz.,

"Who have paid such security deposit as has been fixed
by the Committee"

II. After Bye-law 61 the following shall be added as Bye-law
61A.

"61A(i) For the purpose of trading in non-transferable
specific delivery contracts, the Committee shall constitute
panels of Buyers and Sellers separately for groundnut and
groundnut oil or any other commodity and every member
interested in doing business in non-transferable specific delivery
contracts shall be included in one or the other of the said
panels according to the nature of the business of such member

(ii) For the purpose of classification of members as Buyer-
and Sellers the Committee shall have the power to require a
member to furnish such information relating to his business
as may be deemed necessary. The decision of the Committee
on the classification of a member shall be final.

(iii) The Committee, with the prior approval of the Forward
Markets Commission or the Commission on its own shall have
the power to impose from time to time such conditions and
restrictions, as may be considered expedient in the interest of
the trade or in public interest, on the members of different
panels in respect of their sale and/or purchase of the com-
modities through non-transferable specific delivery contracts
and no member shall violate such conditions and restrictions
as may be so imposed.

III. After Bye-law 61A the following Bye-law shall be added
as Bye-law 61AA.

"61AA. (i) A member grouped in the panel of 'sellers' may
enter into a non-transferable specific delivery contract for the

(1)

sale of groundnut or groundnut oil either on his own account or in the capacity of a commission agent for an upcountry principal, but shall not enter into any non-transferable specific delivery contract for purpose of groundnut or groundnut oil as the case may be except in the following cases; namely :

(a) where the contract is for the purchase of groundnut or groundnut oil as the case may be from an upcountry market for delivery in Calcutta, or

(b) where the member has obtained the prior permission of the sub-committee appointed by the Committee in this behalf, for the particular contract for purchase of groundnut or groundnut oil as the case may be, or

(c) in the case of groundnut oil where the member has been specifically permitted to effect local purchases of groundnut oil under the non-transferable specific delivery contract by the Committee or the Sub-Committee appointed by the Committee in this behalf after being satisfied that the member — is a commission agent or dealer, has a godown either rented or owned by him, and show that his local purchases and sales were on an average at least 500 tonnes in any one year of the last 3 years. Such local purchases in groundnut oil shall be effected only from other commission agents who declare in the contract form that the sale is on behalf of their upcountry principal and sales of oil so locally purchased shall not be effected to end-users such as vanaspati manufacturers, retailers, soap factories, hoteliers, etc.

(2) A member grouped in the panel of 'buyers' may enter into a non-transferable specific delivery contract for purchase of groundnut or groundnut oil, but shall not enter into any non-transferable specific delivery contract for sale of groundnut or groundnut oil except in the following cases, namely :—

(a) where the member has obtained the prior permission of the Sub-Committee appointed by the Committee in this behalf for the particular contract for sale, or

(b) in the case of groundnut oil where the sale is to an end-user in Calcutta City such as a vanaspati manufacturer, retailer, soap factory, hotelier, etc., and where the member has been specifically permitted to effect such sales by the Sub-Committee appointed by the Committee in this behalf after satisfying itself that the member —

(i) is a commission agent for such end-users or a dealer, and

(ii) has a godown either rented or owned by him, and

(iii) has to his credit local purchases and sales amounting to 1000 tonnes in any year out of the last 3 years.

(3) A member classified as a 'buyer' or a 'seller' shall not be allowed to change his classification unless the Committee is satisfied that for every exceptional reasons, it is necessary to permit the change. The Committee, however, shall have the right to remove a member from his panel if he is found to be misusing the facilities of entering into non-transferable specific delivery contracts

IV After Bye-law 61AA the following shall be added as 61B.

61B(i) No member shall enter into a non-transferable specific delivery contract for sale to a non-member or execute an order of a non-member to purchase on his behalf, unless the non-member is registered with the Association.

(ii) Every non-member intending to enter into a non-transferable specific delivery contract for purchase with a member or intending to place an order with a member for purchase under Non-transferable specific delivery contract, shall make an application to the Association in this behalf in such form and containing such particulars as may be prescribed by the Committee with the approval of the Commission. On receipt of such an application, the Committee after making such inquiry as it considers necessary in this behalf, may grant a certificate of Registration to the non-member or refuse to grant it. The Committee may also prescribe such other procedure in respect of the Registration of a non-member as may be considered necessary from time to time.

(iii) A non-member registered under clause (ii) above shall abide by the conditions laid down in the certificate of Registration.

(iv) The Committee of the Association may fine a non-member or cancel his registration granted under clause (ii)

above if the non-member contravenes any of the conditions laid down in the certificate of registration or fails to pay the amount of margin due from him under Bye-law 73(i) of the Bye-laws within 24 hours if he is residing in Calcutta or within 48 hours if he is residing outside Calcutta from the making of the contract.

(v) In case the non-member fails to pay the amount of margin due from him to the member concerned within the time limit as prescribed under Bye-law 73(i), the member shall have the right, on the day subsequent to the day on which the time limit to pay the margin expires;

(i) to cancel the contract

or

(ii) to enter into corresponding sale under non-transferable specific delivery contract and claim from the non-member the differences between the price of the contract with him and the price of the corresponding contract for sale

or

(iii) to close the contract at the spot rate fixed by the Association.

(vi) "A non-member registered with the Association as a non-member buyer in accordance with Bye-law 61B(ii) shall not effect sale of the same commodity under a non-transferable specific delivery contract which is subject to the Bye-laws of the Association. However, such non-member shall be permitted to effect sales of the same commodity under a non-transferable specific delivery contract in Calcutta to end-users such as vanaspati manufacturers, retailers, soap factories, hoteliers etc."

V. In Bye-law 75, for the words and figures "in contravention of the provisions of any of the Bye-laws 61, 63, 64, 65, 66 & 74 above", the words and figures "in contravention of the provisions of any of the Bye-laws 61, 61A(iii), 61B(i), 63, 64, 65, 66 & 74 above" shall be substituted.

2. In pursuance of the proviso to sub-section (4) of Section 11 of the said Act, the Secretary, Forward Markets Commission, has dispensed with, in the interest of the trade, the condition of previous publication of the above amendments.

(Sd.) ILLEGIBLE

Secretary
East India Oil Millers'
Association, Calcutta

Calcutta.

Dated 21st June, 1966.

NOTIFICATION BY THE EAST INDIA OIL MILLERS ASSOCIATION CALCUTTA

The approval of the Secretary, Forward Markets Commission under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) read with Notification of the Government of India, Ministry of Commerce and Industry No. S. O. 1162, dated the 4th May, 1960, has been obtained on the 31st March, 1966 to the following amendments made to the Bye-laws of the East India Oil Millers' Association, Calcutta.

AMENDMENTS

The Bye-laws of the Association relating to trading in Non-transferable Specific Delivery Contracts in groundnut seed and groundnut oil shall be amended in the manner following :

1. After Clause (iii) of the Bye-law 61A, the following shall be added as a new Clause, namely.

(iv) No member of the Association shall enter into any non-transferable specific delivery contract in groundnut seed or groundnut oil unless he has been grouped in either the panel of 'buyers' or the panel of 'sellers' in accordance with the clauses above.

2. After Clause (vi) of the Bye-law 61B, the following shall be added as a new Bye-law :

61BB. (i) A member may, however, enter into such a contract for sale with a non-member who has not already been

registered or execute an order for purchase on his behalf provided the member concerned, simultaneously with the entering into such a contract—

- (a) reports to the Association the name and address of the non-member and furnishes also such further particulars of the party as he may have in his possession; and
- (b) undertakes to secure from the non-member within 10 days from the making of the contract his application form for registration duly filled in
- (ii) "If a non-member who has not already been registered fails to send his application form for registration duly filled in within 10 days of his entering into a non-transferable specific delivery contract for purchase or if the Committee refuses to grant him registration, the non-member shall be debarred from entering into any fresh contract for purchase with any member of the Exchange. However, the contract for purchase which the non-member has already entered into shall be allowed to run its course".

2. In pursuance of the proviso to sub-section (4) of Section 11 of the said Act, the Secretary, Forward Markets Commission, has dispensed with, in the interest of the trade, the condition of previous publication of the above amendments.

(Sd.) ILLEGIBLE

Secretary
East India Oil Millers'
Association, Calcutta.

Calcutta.

Dated 21st June, 1966

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER

Manager of Publications

CHANGE OF NAMES

I, hitherto known as NARBADIYA, son of Late MULAIYA employed as Labourer Grade 'B' in Ordnance Factory, Katni (MP) residing at Village Ganiyari, Tehsil-Katni have changed my name and shall hereafter be known as NARBAD.

It is certified that I have complied with other legal requirements in this connection.

NARBADIYA

(Sd. in existing name)

I, hitherto known as JANGA GAVARAYYA, son of Shri JANGA VENKATASWAMY, employed as Telephone Operator in Telephone Exchange, Ramachandrapuram E. G. Dt. residing at Mission Compound, Ramachandrapuram E. G. Dt. have changed my name and shall hereafter be known as JANGA GOPAL RAO.

It is certified that I have complied with other legal requirements in this connection.

JANGA GAVARAYYA

(Sd. in existing name)

I, hitherto known as VANKAR PASHABHAI, son of Shri SHANKARBHAI, residing at 63, Vankar Vijay H. Society, Behrampur, Ahmedabad-22, have changed my name and shall hereafter be known as SUTARIA PURUSHOTTAMBHAI SHANKARLAL.

It is certified that I have complied with other legal requirements in this connection.

PASHABHAI S. VANKAR
(Sd. in existing name)

I, hitherto known as RAMESH CHANDRA MITTAL, son of Shri SARDARI MAL employed as an I.A.S. Probationer in National Academy of Administration, residing at National Academy of Administration, Mussoorie have changed my name and shall hereafter be known as RAMESH CHANDRA.

It is certified that I have complied with other legal requirements in this connection.

RAMESH CHANDRA MITTAL
(Sd. in existing name)

I, hitherto known as Capt. (Miss) RUKMANI GANAPATHI, daughter of Shri K. V. GANAPATHI employed as Medical Officer in Military Hospital, Simla-6 residing at 12 Craigdu, Simla have changed my name and shall hereafter be known as (Mrs.) G. RUKMANI LOBO.

It is certified that I have complied with other legal requirements in this connection.

RUKMANI GANAPATHI
(Sd. in existing name)

I, hitherto known as CHHOTAY LAL, son of Shri SUMESHWAR, employed as Mazdoor in COD, Chhooki, P&S, Tahsil and residing at Vill. Chharibana, P.O. Karchhana, Distt. Allahabad have changed my name and shall hereafter be known as KANHAI LAL.

It is certified that I have complied with other legal requirements in this connection.

CHHOTAY LAL
(Sd. in existing name)

I, hitherto known as VAJRESHWAR IRANNA BODALLU, son of Shri IRANA SAYANNA BODALLU, employed as Clerk Grade I in Headquarters Personnel Branch, General Manager's Office, Central Railway, Bombay VT., residing at 2nd Floor, 35 Kamathipura 8th Street, Bombay-8, have changed my name and shall hereafter be known as VAJRESHWAR IRANA BOD.

It is certified that I have complied with other legal requirements in this connection.

V. I. BODALLU
(Sd. in existing name)

I, hitherto known as KUMBHAR AMBALAL, son of Shri ISHWARDAS, employed as Clerk in C.T.O., Ahmedabad, residing at 342, Saijapur Bogha, Ahmedabad, have changed my name and shall hereafter be known as PRAJAPATI AMBALAL ISHWARDAS.

It is certified that I have complied with other legal requirements in this connection.

AMBALAL I. KUMBHAR
(Sd. in existing name)

I, hitherto known as SONOO, son of Shri GANGARAM, employed as a Clerk in Office of the Suptt. of Printing (Stationery Branch) Central Railway, Bveulla, Bombay-27, residing at Room No. 9, Kasarwadi Chawl No. 3, P. T. Road, Dadar, Bombay-28, have changed my name and shall hereafter be known as SADANAND GANGARAM MORE.

It is certified that I have complied with other legal requirements in this connection.

SONOO GANGARAM
(Sd. in existing name)

I, hitherto known as Kum. MALINI J. REDKAR, daughter of Shri J. S. REDKAR, employed as Clerk, in Returned Letter Office Bombay (P&T Depts.) residing at 6, Kashikuni, Shradhanand Road, Site-Parle (East), Bombay-57, have changed my name and shall hereafter be known as Smt. SHUBHA SHARADCHANDRA HINDLEKAR.

It is certified that I have complied with other legal requirements in this connection.

M. J. REDKAR
(Sd. in existing name)

I, hitherto known as NEPAL CHANDRA BISWAS, son of Late JYOTISH CHANDRA BISWAS employed as Distributor in the Govt. of India Press, Calcutta, residing at 57, Netaji Subhas Road, Rajakatra, Room No. 76, Third floor, Calcutta-7 have changed my name and shall hereafter be known as NEPAL CHANDRA SAHA.

It is certified that I have complied with other legal requirements in this connection.

NEPAL CHANDRA BISWAS
(Sd. in existing name)

I, hitherto known as G. SANKARA IYER, son of Shri S. GANGADHARAN, employed as Telephone Operator in Telephone Exchange, Karur, residing at D.S.M. Buildings, Karur, have changed my name and shall hereafter be known as G. SHANKAR.

It is certified that I have complied with other legal requirements in this connection.

G. SANKARA IYER
(Sd. in existing name)

I, hitherto known as A. THAILAN, son of Shri M. ANDI-MUTHURAJA, employed as Mechanic Telegraphs in Central Telegraphs Office, Trichy, residing at Central Telegraphs Office, Trichy, have changed my name and shall hereafter be known as V. K. A. MANIBALAKRISHNAN.

It is certified that I have complied with other legal requirements in this connection.

A. THAILAN
(Sd. in existing name)

I, hitherto known as ABDUL HAI, son of Late Md. YOUSUF, employed as Sorting Postman in Calcutta G.P.O., residing at 22/1, Madartala Lane, Howrah, have changed my name and shall hereafter be known as Md. HABIB.

It is certified that I have complied with other legal requirements in this connection.

ABDUL HAI
(Sd. in existing name)

I, hitherto known as P. RAMASWAMY, son of Shri K. PONNUNADAR, employed as clerk signalier in Balaramapuram Post Office, residing at Kottakkadu Makku Mory Veedu, Chathencode Post, Vilavancode Taluk, Kanyakumary District, have changed my name and shall hereafter be known as P. GEORGE.

It is certified that I have complied with other legal requirements in this connection.

P. RAMASWAMY
(Sd. in existing name)

I, hitherto known as SUSAIRAJ CHITTI BABU, son of Shri S. SUSAIRAJU PILLAI, employed as E.D. Stamp Vendor in Pogathota Post Office Nellore (AP), residing at W. 23/100-B, Pension Lines, Fathekhanpet, Nellore have changed my name and shall hereafter be known as SUSAIRAJ BABU RAO.

It is certified that I have complied with other legal requirements in this connection.

S. CHITTI BABU
(Sd. in existing name)

I, hitherto known as Shri BHUPENDRA NARAIN LAL, son of Shri NRIPENDRA NARAIN LAL, employed as Class IV Servant in Office of the Assistant Audit Officer, Defence Services Factories, Kanpur, residing at 36/2 New Labour Colony, Babupurwa, Kanpur have changed my name and shall hereafter be known as BHUPENDRA NARAIN LAL SRIVASTAVA.

It is certified that I have complied with other legal requirements in this connection.

B. N. LAL
(Sd. in existing name)

I, hitherto known as Shri CHELA RAM, son of Shri ROOP CHAND, employed as Mazdoor, in Ammunition Depot, Bharatpur, residing at Moh Teliyada, Bharatpur, have changed my name and shall hereafter be known as Shri MAN SINGH.

It is certified that I have complied with other legal requirements in this connection.

CHELA RAM
(Sd. in existing name)

I, hitherto known as PANDURANG, son of Shri RAM-CHANDRA GHAG, employed as maid peon in Borivli West Post Office, residing at Siddharth Colony, Khar East, Bombay-51, have changed my name and shall hereafter be known as PANDURANG NARAYAN PAWAR.

It is certified that I have complied with other legal requirements in this connection.

P. R. GHAG
(Sd. in existing name)

I, hitherto known as RAM NAGINA, son of Shri JOTTY-LALL MAJHI, employed as Machine Man in Dy. C.M.E.'s Workshop, Liluah, residing at 31, Umacharan Bore Lane, Howrah have changed my name and shall hereafter be known as DEONARAYAN MAJHI.

It is certified that I have complied with other legal requirements in this connection.

RAM NAGINA
(Sd. in existing name)

I, hitherto known as SHAM SINGH, son of Shri PREM SINGH, employed as Sorter in N. Delhi R.M.S., residing at 19 K. Block, Kirti Buildings Sabzi Mandi, Delhi-7, have changed my name and shall hereafter be known as SHAM SINGH SODHI.

It is certified that I have complied with other legal requirements in this connection.

SHAM SINGH
(Sd. in existing name)

I, hitherto known as V. VEERA SWAMY, son of Shri VEERAIYA, employed as Labourer in Dockyard Apprentice School, at Naval Dockyard, Bombay-1, have changed my name and shall hereafter be known as VINCENT VEERAIYA MORRIS (Name: Vincent, Father's Name: Veeraiya, Surname: Morris).

It is certified that I have complied with other legal requirements in this connection.

V. VEERA SWAMY
(Sd. in existing name)

I, hitherto known as RAM PRATAP, son of Shri KALI CHARAN, employed as Composer in Govt. of India Press, Faridabad, residing at G-72, Press Colony, Faridabad have changed my name and shall hereafter be known as RAM PRATAP SHARMA.

It is certified that I have complied with other legal requirements in this connection.

RAM PRATAP
(Sd. in existing name)

Notification under Section 485 of the Indian Companies Act
"Jawala Textile Mills Ltd."

Regd. Office : 1/11, Asaf Ali Road,
Pahwa Mansion, New Delhi.

As required under section 485 of the Companies Act, 1956, it is hereby notified that at an extraordinary general meeting of the members of the Company held on Thursday the 15th December at 10 A.M. at its registered office by a special resolution it has been resolved that the Company be wound up voluntarily. The members also resolved to appoint Mr B. M. Mahajan as Liquidator.

S. P. VIRMANI
Director
Jawala Textile Mills Ltd."

Form No. 151

(See rule 315)

Companies Act, 1956

Members Voluntary winding up Notice of appointment of Liquidator Pursuant to Section 516

Name of Company : Jawala Textile Mills Ltd.

Nature of business : Textile & Yarn Mfg.

Address of Registered Office : 1/11, Asaf Ali Road, Pahwa Mansion, New Delhi.

Name & Address of Liquidator : Mr. B. M. Mahajan, S/o. Shri Mulakhraj Mahajan, 1/11 Asaf Ali Road, Pahwa Mansion, New Delhi.

Date of appointment : 15th December, 1966.

By whom appointed : Share holders of Jawala Textile Mills Ltd.

